

A. G. Contract No. KR97 1801TRN  
ADOT ECS File: JPA 97-129  
Project No. TEA-ASU-0(1)P  
TRACS No.: SL411 03D  
Section: Electronic Archives  
Enhancement Project

INTERAGENCY AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE ARIZONA STATE UNIVERSITY

THIS AGREEMENT is entered into 7 October, 1997,  
between agencies of the State of Arizona, to wit; the DEPARTMENT  
OF TRANSPORTATION (the "DOT") and the ARIZONA BOARD OF REGENTS,  
acting for and on behalf of ARIZONA STATE UNIVERSITY, (the  
"University").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The University is empowered by Arizona Revised Statutes Section 15-1626 to enter into this agreement and has delegated to the undersigned authority to execute this agreement on behalf of the University.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the work such as is outlined herein.

4. Such project has been selected by the University and submitted to the Federal Highway Administration (FHWA) for its approval.

NO. 21956  
Filed with the Secretary of State  
Date Filed: 10/07/97

Betty Gayless  
Secretary of State

By: Nicky Graenewold

5. The only interest of the DOT in the project is in the acquisition of federal funds for the use and benefit of the University by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The University, in order to obtain federal funds for the design of the project, is willing to provide funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost is as follows: Electronic Archives and Interpretive Programs.

Estimated Project Cost	\$ 213,680.00
Federal Funds @ 94.3%	\$ 201,500.00
University Funds @ 5.7%	\$ 12,180.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The DOT shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for design.

If such project is approved for design by FHWA and the funds are available for the project, the University with the aid and consent of FHWA will proceed with the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of Highways Division, Arizona Department of Transportation. The DOT will enter into a Project Agreement with FHWA covering the work embraced in said contract and will request the maximum federal funds available.

2. Prior to the commencement of work, the University shall set aside sufficient funds in an amount necessary to match federal funds in the ratio required.

3. The DOT will reimburse the University with federal funds for design work addressed under this agreement at 94.3% of the project cost.

4. The University will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the DOT will provide review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the documents.

5. The University may request the DOT, as authorized agent for the University, and all at University expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the DOT) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the DOT shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The DOT assumes no financial obligation or liability under this agreement. The University assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the DOT's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the University.

2. This agreement shall remain in force and effect until completion of the work herein embraced.

3. This agreement shall become effective upon execution by the parties hereto.

4. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement relating to the agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

Arizona State University  
Research & Creative Act.  
PO Box 871603  
Tempe, AZ 85287-1603

8. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

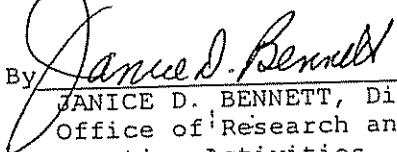
9. The parties recognize that performance by ASU under this Agreement may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature at any time fail to appropriate the necessary funds for such performance, the, by written notice to the DOT, ASU may cancel this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


STATE OF ARIZONA

THE ARIZONA BOARD OF REGENTS      DEPARTMENT OF TRANSPORTATION  
acting for and on behalf of  
ARIZONA STATE UNIVERSITY

By

  
JANICE D. BENNETT, Director  
Office of Research and  
Creative Activities

By


  
PETER L. ENO  
Contract Administrator

## RESOLUTION

BE IT RESOLVED on this 30th day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Arizona State University for the purpose of defining responsibilities for the design of an Electronic Archives Enhancement Project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for Dall B. Sington  
LARRY S. BONINE  
Director

 <b>POLICY AND PROCEDURE</b> <b>ARIZONA STATE UNIVERSITY</b>		NUMBER PUR 202
		PAGE 1 of 12
MANUAL Purchasing and Business Services	SECTION General	EFFECTIVE 12/5/1987
SUBJECT Contract Signature Authority		REVISED 11/22/1996

PURPOSE To define the authority for signing contracts and other agreements

SOURCES Arizona Board of Regents Policy Manual - 3-103  
University policy

POLICY University officers designated by the president, as certified to the executive director of the Board of Regents, are authorized to execute contracts and other written instruments on behalf of the Board of Regents. In addition, the president may delegate signature authority to other university officials for limited purposes, where the value of the university's obligation is \$10,000 or less and the delegation is warranted to improve the efficiency and effectiveness of university operations and does not unduly expose the Board of Regents or the university to financial loss.

All signature authority must be delegated in writing with specific limitations delineated by the president.

In general, the following officers have been delegated signature authority, subject to the scope of authority defined for each position by the president.

1. president
2. senior vice president and provost
3. vice provost, Administrative Services
4. vice provost, Research
5. vice president, Student Affairs
6. vice president, Institutional Advancement
7. provost and vice president, ASU West
8. provost, ASU East
9. general counsel
10. vice provost(s)
11. vice provost for Administrative Affairs, ASU West
12. associate vice president, Administrative Services
13. associate vice provost, Research and Strategic Initiatives
14. associate vice president, Student Affairs
15. associate vice president, Institutional Advancement
16. vice provost for academic personnel, ASU West
17. vice provost for academic programs, ASU West



POLICY AND PROCEDURE  
ARIZONA STATE UNIVERSITY

MANUAL Purchasing and  
Business Services

SECTION  
General

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SUBJECT

Contract Signature Authority


EFFECTIVE

12/5/1987

REVISED

11/22/1996

18. comptroller and treasurer
19. dean, College of Architecture and Environmental Design
20. dean, College of Business
21. dean, College of Education
22. dean, College of Engineering and Applied Sciences
23. dean, College of Extended Education
24. dean, College of Fine Arts
25. dean, Graduate College
26. dean, Honors College
27. dean, College of Law
28. dean, College of Liberal Arts and Sciences
29. dean, College of Nursing
30. dean, College of Public Programs
31. dean, School of Social Work
32. dean, University Libraries
33. director, Administrative Services, ASU East
34. director, Athletics
35. director, Facilities Planning and Construction
36. director, Fiscal and Administrative Operations, Public Events
37. director, Purchasing and Business Services
38. director, Office of Research and Creative Activities
39. director, Office of Sponsored and Property Fiscal Management
40. director, Student Publications
41. associate director, Athletics
42. associate director, Purchasing and Business Services
43. manager, design management and construction administration,  
Facilities Planning and Construction
44. senior project manager(s), Facilities Planning and Construction

		POLICY AND PROCEDURE ARIZONA STATE UNIVERSITY		NUMBER PUR 202
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38. Director, Office of Research and Creative Activities	1. Sponsored grant and contract proposals and bids 2. Sponsored grants and contracts, including sub-contracts for collaborative research issued by the university for services under a sponsored prime contract 3. Affiliation agreements 4. UCC financing documents related to sponsored grants and contracts
39. Director, Office of Sponsored and Property Fiscal Management	1. Sponsored grant and contract proposals and bids 2. Sponsored grants and contracts, including sub-contracts for collaborative research issued by the university for services under a sponsored prime contract 3. Affiliation agreements
40. Director, Student Publications	1. Advertising and publication contracts not to exceed \$7,000
41. Associate director, Athletics	1. Athletic event contracts not to exceed \$5,000 2. Contracts with athletic officials such as referees, umpires, and similar workers at athletic events, not exceed \$1,000 3. Sponsorship agreements in a form approved by the general counsel
42. Associate director, Purchasing and Business Services	1. Director of Purchasing and Business Services to define scope of signature authority within limits approved by the president
43. Manager, design management and construction administration, Facilities Planning and Construction	1. Construction change orders not to exceed \$10,000
44. Senior project manager(s), Facilities Planning and Construction	1. Construction change orders not to exceed \$5,000
45. Project manager(s), Facilities Planning and Construction	1. Construction change orders not to exceed \$2,500
46. Business manager, Athletics	1. Athletic event contracts not to exceed \$5,000 2. Contracts with athletic officials such as referees, umpires, and similar workers at athletic events, not to exceed \$1,000





GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-1801TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 29, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/7905

Enc.